

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

**In re:**

**LECLAIRRYAN PLLC,**

**Debtor.<sup>1</sup>**

**Chapter 11**

**Case No. 19-34574 (KRH)**

**OMNIBUS MOTION FOR ENTRY OF AN ORDER  
AUTHORIZING LECLAIRRYAN PLLC TO (I) REJECT  
UNEXPIRED LEASES AND (II) ABANDON CERTAIN  
PROPERTY IN CONJUNCTION WITH SUCH REJECTION**

**Bankruptcy Rule 6006 Notice to Unexpired Lease Counter-Parties**

**Pursuant to Bankruptcy Rule 6006, parties receiving this Motion should locate their respective names and leases listed on Exhibit 1 to the attached Proposed Order.**

LeClairRyan PLLC, the above-captioned debtor and debtor-in-possession (“LeClairRyan” or the “Debtor”), by its undersigned counsel, hereby moves (the “Motion”) the Court for entry of an order in substantially the form annexed hereto as Exhibit A (the “Proposed Order”), pursuant to sections 105(a), 365(a) and 554(a) of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”) and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing the Debtor to (i) reject certain

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 2451.

HUNTON ANDREWS KURTH LLP  
Riverfront Plaza, East Tower  
951 East Byrd Street  
Richmond, Virginia 23219  
Telephone: (804) 788-8200  
Facsimile: (804) 788-8218  
Tyler P. Brown (VSB No. 28072)  
Jason W. Harbour (VSB No. 68220)

*Proposed Counsel to the Debtor  
and Debtor in Possession*

unexpired leases for non-residential real property listed on Exhibit 1 to the Proposed Order (collectively, the “Leases”) effective as of the dates listed in Exhibit 1, and (ii) abandon certain personal property and fixtures (collectively, the “Personal Property”) at the premises under the Leases. In support of this Motion, the Debtor relies on the Declaration of Lori D. Thompson, Esq. in support of Chapter 11 Petition and First Day Motions (the “Thompson Declaration”). In further support of this Motion, the Debtor submits as follows:

**I. Jurisdiction, Venue and Predicates for Relief**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 28 U.S.C. § 1334(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding within the meaning of 28 U.S.C. §157 (b)(2).

2. The predicates for the relief sought herein are sections 105(a), 365(a) and 554(a) of the Bankruptcy Code and Bankruptcy Rule 6006.

**II. Background**

**A. Chapter 11 Cases**

3. On the date hereof (the “Petition Date”), the Debtor filed with the Court its voluntary petition for relief under chapter 11 of the Bankruptcy Code, commencing the above-captioned chapter 11 case (the “Chapter 11 Case”).

4. The Debtor continues to operate its businesses and manage its property as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. No creditors’ committee has been appointed in this Chapter 11 Case. No trustee or examiner has been appointed.

6. A full description of the Debtor’s business operations, corporate structures, capital structures, and reasons for commencing this case is set forth in full in the Thompson Declaration,

which was filed contemporaneously with this Motion and which is incorporated herein by reference. Additional facts in support of the specific relief sought herein are set forth below.

**B. Facts in Support of the Motion**

7. The Debtor formerly conducted the practice of law in leased premises in various cities in the United States. Each of the Leases the Debtor seeks to reject by this Motion are for the leased premises the Debtor no longer is using to practice law.

8. Prior to the Petition Date, the Debtor began a process for shutting down its operations in all of its leased locations. None of the lawyers who practiced with the firm currently are occupying any of the leased premises. All vacated the offices prior to the Petition Date. In addition, the remaining non-lawyer employees of the firm, who continue to work on billing and collection matters and the collection and transfer of client files, are now working either remotely or from an office leased by a non-debtor entity, as described below.

9. Prior to the Petition Date, the rights and obligations of the firm with respect to certain leased premises were transferred to third parties. Specifically, the Debtor worked with lawyers who were leaving the firm to have their new firms take over the lease obligations for their office locations while working for the Debtor. These include the leased premises associated with the Leases for office space in New Haven, Connecticut and Glen Allen, Virginia. Out of an abundance of caution, the Debtor is seeking to reject the Leases for those locations as well to the extent the Debtor has any remaining rights under those Leases.

10. Except for eight locations, as of the Petition Date, the Debtor no longer has Personal Property located within any of the offices covered by the Leases that the Debtor believes would be beneficial for the Debtor to remove to retain or sell. For the remaining Leases, the Debtor still has limited Personal Property that may have value and some client files

that the firm intends to catalogue and transfer to the appropriate place in consultation with those clients. The Debtor, therefore, seeks to reject most of the Leases as of the Petition Date, with the remaining eight locations to be rejected effective as of later dates in September 2019, as set forth on Exhibit 1 to the Proposed Order.

11. The Debtor intends to conduct its wind-down out of office space leased by ULX Partners, LLC (“ULXP”), which is providing administrative support services to assist the Debtor’s remaining employees to effectuate the wind-down. Any attorneys who are continuing to transfer client matters also are working remotely to do so. Accordingly, the Leases no longer provide any benefit to the Debtor’s estate, but impose significant burdens in the form of rent and related obligations.

12. In addition to rejecting the Leases, the Debtor also has determined to abandon any Personal Property located in the premises covered by the Leases, as of the effective dates of the rejections. The Debtor has determined, in the exercise of its good faith business judgment, that the Personal Property that the Debtor will leave in the premises has little or no value to its estate and may impose significant burdens were the Debtor required to remove it. Any Personal Property of value has been removed from the premises associated with the Leases to be rejected as of the Petition Date or will be removed by the dates of the proposed rejection set forth on Exhibit 1 to the Proposed Order.

13. For the avoidance of doubt, the Debtor submits that Personal Property that it seeks to abandon herein shall not include client files or technology that holds client data (collectively, the “Client Files”) that may be located at the leased premises. The Debtor is taking, and will continue to take, appropriate and necessary steps to protect such Client Files and store them centrally or return them to the applicable clients as appropriate.

### **III. Relief Requested**

14. By this Motion, the Debtor respectfully requests the entry of the Proposed Order authorizing the Debtor to (i) reject the Leases listed on Exhibit 1 annexed to the Proposed Order effective as of the dates identified in Exhibit 1, and (ii) abandon the Personal Property at the premises under the Leases.

### **IV. Basis for the Relief Requested**

#### **A. Rejection of the Leases is Appropriate**

15. Section 365(a) of the Bankruptcy Code provides that a debtor-in-possession “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). “This provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed.” *Stewart Title Guaranty Co. v. Old Republic Nat’l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (citing *In re Murexco Petroleum, Inc.*, 15 F.3d 60, 62 (5th Cir. 1994)).

16. When analyzing a debtor’s decision to reject an executory contract or an unexpired lease, courts typically apply a business judgment standard to determine whether to approve the proposed rejection. *See Nat’l Labor Relations Bd. v. Bildisco & Bildisco (In re Bildisco)*, 465 U.S. 513, 523 (1984) (recognizing the “business judgment” standard as the traditional test applied to authorize the rejection of executory contracts); *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098-99 (2d Cir. 1993); *In re Federated Dept. Stores, Inc.*, 131 B.R. 808, 811 (S.D. Ohio 1991) (“Courts traditionally have applied the business judgment standard in determining whether to authorize the rejection of executory contracts and unexpired leases.”). Rejection of an executory contract or an unexpired lease is appropriate where such rejection would benefit the estate. *See Orion Pictures Corp.*, 4

F.3d at 2098-99; *Sharon Steel Corp. v. National Fuel Gas Distrib. Corp. (In re Sharon Steel Corp.)*, 872 F.2d 36, 40 (3d Cir. 1989); *In re HQ Global Holdings*, 290 B.R. 507, 511 (Bankr. D. Del. 2003); *In re Stable News Assoc., Inc.*, 41 B.R. 594, 596 (Bankr. S.D.N.Y. 1984).

17. Upon a finding that the debtor has exercised its sound business judgment in determining that the assumption or rejection of an agreement is in the best interests of the debtor, its creditors and all parties-in-interest, the court should approve the assumption or rejection under section 365(a) of the Bankruptcy Code. *See, e.g., In re Circuit City Stores, Inc.*, No. 08-35653, 2010 Bankr. LEXIS 1713, at \*12 (Bankr. E.D. Va. June 9, 2010); *Bildisco*, 462 U.S. at 523; *Sharon Steel Corp.*, 872 F.2d at 39-40; *Westbury Real Estate Ventures, Inc. v. Bradlees, Inc. (In re Bradlees Stores, Inc.)*, 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996); *Summit Land Co. v. Allen (In re Summit Land Co.)*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that absent extraordinary circumstances, court approval of a debtor's decision to assume or reject an executory contract "should be granted as a matter of course").

18. An integral component of the Debtor's efforts to maximize value for its estate and stakeholders consists of eliminating unnecessary costs and burdensome contracts. The Debtor has determined, in its good faith business judgment, that the rejection of the Leases is in the best interests of its creditors, stakeholders, and estate as there is little benefit and substantial burdens to the Debtor related to the Rejected Contracts.

**B. Rejection of the Leases Should Be Effective as of the Dates Identified in Exhibit 1 Annexed to the Proposed Order**

19. The Debtor also respectfully submits that it is appropriate for the Court to order that the effective date of rejection of each of the Leases should be the date identified in Exhibit 1 to the Proposed Order for such Lease, including on the Petition Date for certain of the Leases.

20. While section 365 of the Bankruptcy Code does not specifically address the Court's authority to order rejection to be effective immediately, many courts have held that bankruptcy courts may, in their discretion, authorize rejection retroactive to a date prior to entry of the order authorizing the rejection where the balance of equities weighs in favor of retroactive rejection. *See, e.g., In re At Home Corp.*, 392 F.3d 1064, 1065-66 (9th Cir. 2004) (affirming bankruptcy court's approval of retroactive rejection), *cert. denied sub nom. Pacific Shores Dev., LLC v. At Home Corp.*, 546 U.S. 814 (2005); *In re Thinking Machines Corp.*, 67 F.3d 1021, 1028 (1st. Cir. 1995) (holding that "bankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation"); *In re Chi-Chi's, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004) (holding that when principals of equity dictate, a bankruptcy court may approve rejection of nonresidential lease pursuant to section 365(a) retroactive to the motion filing date); *In re CCI Wireless, LLC*, 297 B.R. 133, 140 (D. Colo. 2003) (holding that "because section 365 does not, as a matter of law, prohibit selection of a retroactive date for rejection, the bankruptcy court has authority under section 365(d)(3) to set the effective date of rejection at least as early as the filing date of the motion to reject"); *In re Jamesway Corp.*, 179 B.R. 33, 36-37 (S.D.N.Y. 1995) (holding that section 365 does not include "restrictions as to the manner in which the court can approve rejection").

21. Here, the balance of the equities favors rejection as requested herein. Without the requested relief, the Debtor may be forced to incur unnecessary administrative expenses for the Leases that provide little or no tangible benefit to the Debtor's estate.

22. The counterparties to the Leases will not be unduly prejudiced if the rejection is deemed effective as of the date identified in Exhibit 1 for such Lease because they will receive timely notice of this Motion, and, thus, have sufficient opportunity to act accordingly. In fact,

the landlords may benefit from such rejection the Debtor expects to have vacated the premises under each Lease on or before the rejection date identified in Exhibit 1 for such Lease, thereby allowing the landlords to relet the premises. *See, e.g., In re Amber's Stores, Inc.*, 193 B.R. 819, 827 (Bankr. N.D. Tex. 1996) (holding that lease at issue should be deemed rejected as of the petition date due to equities of case where debtor turned over keys and vacated premises prepetition and served motion to reject the lease as soon as possible); *In re Federated Dep't Stores, Inc.*, 131 B.R. 808, 814 (S.D. Ohio 1991) (affirming lower court's approval of debtor's rejection of real property lease where debtor had closed its retail store and vacated the premises).

23. Courts in this district and others have permitted retroactive rejection when the non-debtor party to an executory contract or unexpired lease is given definitive notice of the debtor's intent to reject. *See, e.g., In re Morris, Schneider, Wittstadt Va., PLLC*, Case No. 15-33370 (KLP) (Bankr. E.D. Va. July 31, 2015); *In re Workflow Mgmt., Inc.*, No. 10-74617 (SCS) (Bankr. E.D. Va. Oct. 29, 2010); *In re MMR Holdings, Inc.*, No. 10-32658 (DOT) (Bankr. E.D. Va. June 4, 2010); *In re Circuit City Stores, Inc.*, No. 08-35653 (KRH) (Bankr. E.D. Va. Nov. 10, 2008); *see also In re Visteon Corp.*, No. 09-11786 (CSS) (Bankr. D. Del. June 23, 2009) (authorizing the rejection of leases retroactive to the petition date); *In re Sun-Times Media Grp., Inc.*, No. 09-11092 (CSS) (Bankr. D. Del. Apr. 28, 2009) (same); *In re Leiner Health Prods., Inc.*, No. 08-10446 (KJC) (Bankr. D. Del. Apr. 7, 2008) (authorizing the rejection of leases retroactive to the date the motion was filed); *In re Am. Home Mortg. Holdings, Inc.*, No. 07-11047 (CSS) (Bankr. D. Del. Sept. 20, 2007) (authorizing the rejection of leases and granting retroactive relief requested); *In re Loewen Grp. Int'l, Inc.*, No. 99-1244 (PJW) (Bankr. D. Del. Oct. 26, 2000) (authorizing the rejection of leases retroactive to the date the motion was filed).

24. Accordingly, the Debtor submits that it is both fair and equitable for the Court to order that the rejection of the Leases be effective as of the dates listed in Exhibit 1 to the Proposed Order.

**C. Abandonment of Certain Personal Property**

25. Section 554(a) of the Bankruptcy Code provides that “[a]fter notice and a hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” *See* 11 U.S.C. § 554(a). Courts generally give great deference to a debtor’s decision to abandon property. *See, e.g., In re Vel Rey Props., Inc.*, 174 B.R. 859, 867 (Bankr. D.D.C. 1994) (“Clearly, the court should give deference to the trustee’s judgment in such matters.”). Unless certain property is harmful to the public, once a debtor has shown that it is burdensome or of inconsequential value to the estate, a court should approve abandonment. *Id.*

26. The Debtor submits that any Personal Property that remains on the leased premises will be of inconsequential value or burdensome to the Debtor’s estates to remove. The Debtor believes that the costs of retrieving, marketing and reselling the Personal Property far outweigh any recovery the Debtor could hope to attain for the Personal Property, assuming any recovery could be had at all. Accordingly, the Debtor has determined that the abandonment of the Personal Property left in any leased premises as of the rejection date is in the best interests of the Debtor’s estate.

**V. Notice**

27. The Debtor has served notice of this Motion on (a) the U.S. Trustee; (b) counsel to ABL Alliance, LLLP; (c) ULX Partners, LLC; (d) those creditors holding the 20 largest unsecured claims against the Debtor’s bankruptcy estate; and (e) each of the landlords under the Leases.

**VI. No Prior Request**

28. No prior request for the relief requested herein has been made to this or any other court.

WHEREFORE, the Debtor respectfully requests that the Court grant the Debtor the relief requested herein and such other and further relief as the Court deems just and proper.

DATED: September 3, 2019

Respectfully submitted,

/s/ Tyler P. Brown

Tyler P. Brown (VSB No. 28072)  
Jason W. Harbour (VSB No. 68220)  
HUNTON ANDREWS KURTH LLP  
Riverfront Plaza, East Tower  
951 East Byrd Street  
Richmond, Virginia 23219  
Telephone: (804) 788-8200  
Facsimile: (804) 788-8218  
Email: tpbrown@HuntonAK.com  
jharbour@HuntonAK.com

*Proposed Counsel to the Debtor  
and Debtor in Possession*

**EXHIBIT A**

**PROPOSED ORDER**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

**In re:**

**LECLAIRRYAN PLLC,**

**Debtor.<sup>1</sup>**

**Chapter 11**

**Case No. 19-[ ] (\_\_\_)**

**ORDER AUTHORIZING LECLAIRRYAN PLLC  
TO (I) REJECT UNEXPIRED LEASES AND (II) ABANDON CERTAIN  
PROPERTY IN CONJUNCTION WITH SUCH REJECTION**

Upon the motion (the “Motion”)<sup>2</sup> of LeClairRyan PLLC, the above-captioned debtor and debtor-in-possession (“LeClairRyan” or the “Debtor”) for entry of an order, pursuant to sections 105(a), 365(a) and 554(a) of the Bankruptcy Code and Rule 6006 of the Bankruptcy Rules for entry of an order authorizing the Debtor to (i) reject the unexpired leases for non-residential real property (collectively, the “Leases”) listed on Exhibit 1 annexed hereto effective as of the dates listed in Exhibit 1, and (ii) abandon personal property and fixtures at the premises (collectively, the “Personal Property”) under the Leases; the Court finds that: (a) it has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; (b) this is a

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 2451.

<sup>2</sup> Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to it in the Motion.

HUNTON ANDREWS KURTH LLP  
Riverfront Plaza, East Tower  
951 East Byrd Street  
Richmond, Virginia 23219  
Telephone: (804) 788-8200  
Facsimile: (804) 788-8218  
Tyler P. Brown (VSB No. 28072)  
Jason W. Harbour (VSB No. 68220)

*Proposed Counsel to the Debtor  
and Debtor in Possession*

core proceeding pursuant to 28 U.S.C. § 157(b); (c) venue is proper before this court pursuant to 28 U.S.C. §§ 1408 and 1409; (d) the relief requested in the Motion is in the best interests of the Debtor, its estates and creditors; (e) the Debtor has exercised its business judgment in determining to reject the Leases and abandon the Personal Property; (f) the Personal Property is of inconsequential value or would be burdensome to the Debtor's estate to remove; (g) proper and adequate notice of the Motion and the hearing thereon has been given and no other or further notice is necessary; and (h) upon the record herein, and after due deliberation thereon, good and sufficient cause exists for the granting of the relief as set forth herein. Therefore,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED**.
2. The Debtor hereby is authorized to reject the Leases, which rejection shall be deemed effective as of the date identified in Exhibit 1 annexed hereto for such Lease.
3. The Debtor hereby is authorized in its discretion to abandon the Personal Property, if any, on the premises under the Leases as of the rejection dates set forth on Exhibit 1; provided, however, the Debtor is not abandoning client files or technology that holds client data (collectively, the "Client Files") that may be located at the premises under the Leases.
4. Any counterparty to a Lease to the extent it elects to file a rejection damages claim, if any, relating to the rejection of a Lease, shall file such claim by the claims bar date established in the Debtor's chapter 11 case.
5. Nothing herein shall prejudice the right of the Debtor to object to the allowance or classification of any claim for damages arising from the rejection of the Lease.

6. Notwithstanding any Bankruptcy Rule or Local Bankruptcy Rule that might otherwise delay the effectiveness of this Order, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

7. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

8. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is hereby waived.

9. The Debtor is authorized and empowered to take all actions necessary to implement the relief requested in this Order.

\_\_\_\_\_, 2019

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UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

/s/ Tyler P. Brown

Tyler P. Brown (VSB No. 28072)  
Jason W. Harbour (VSB No. 68220)  
HUNTON ANDREWS KURTH LLP  
Riverfront Plaza, East Tower  
951 East Byrd Street  
Richmond, VA 23219  
Tel: (804) 788-8200  
Fax: (804) 788-8218  
Email: tpbrown@HuntonAK.com  
jharbour@HuntonAK.com

*Proposed Counsel to the Debtor  
and Debtor in Possession*

**CERTIFICATION OF ENDORSEMENT**  
**UNDER LOCAL BANKRUPTCY RULE 9022-1(C)**

I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Tyler P. Brown

**EXHIBIT 1**

	Landlord	Lease Location	Lease Term	Rejection Date
1.	<b><u>Landlord:</u></b> 11 <sup>th</sup> & Cochran, LC c/o Hunter E. Craig Co. P.O. Box 5509 Charlottesville, Virginia 22905	123 E. Main Street Charlottesville, Virginia 22902	March 31, 2020	Petition Date
2.	<b><u>Landlord:</u></b> Baltic Providence, LLC 2180 Mendon Road, Suite 11 Cumberland, Rhode Island 02864	400 Westminster Street Providence, Rhode Island 02903	December 31, 2019	Petition Date
3.	<b><u>Landlord:</u></b> BPP Connecticut Avenue LLC c/o Transwestern, 815 Connecticut Avenue N.W., Suite 300 Washington, D.C. 20006 Attn: Property Manager  <b><u>Copy To:</u></b> BPP Connecticut Avenue, LLC c/o Equity Office Management, L.L.C. 222 South Riverside Plaza, Suite 2000 Chicago, Illinois 60606 Attn: Managing Counsel and Lease Admin	815 Connecticut Avenue, NW Washington, D.C. 20006	December 31, 2024	Petition Date
4.	<b><u>Landlord:</u></b> Carlyle Overlook Owner, LLC c/o Principal Real Estate Investors, LLC 711 High Street, Des Moines, Iowa 50392-1370 Attn: Shawn Leisinger & Shannon G. Holz  <b><u>Copy To:</u></b> The Holmberg Law Offices, P.C. 4118 Leonard Drive, Suite 200 Fairfax, Virginia 22030 Attn: Eric B. Holmberg, Esq.	2318 Mill Road Alexandria, Virginia 22314	October 31, 2027	September 5, 2019
5.	<b><u>Landlord:</u></b> Dominion Tower Financial Associates, LLC 999 Waterside Drive, Suite 2300 Norfolk, Virginia 23510	Dominion Tower 999 Waterside Drive Norfolk, Virginia 23510	May 31, 2021	Petition Date

	Landlord	Lease Location	Lease Term	Rejection Date
6.	<p><b><u>Landlord:</u></b> EYP Realty, LLC c/o Brookfield Properties Management LLC 725 S. Figueroa Street, Suite 1850 Los Angeles, California 90017 Attn: General Manager</p> <p><b><u>Copy To:</u></b> Brookfield Properties Management LLC 601 S. Figueroa Street, Suite 2200 Los Angeles, California 90017 Attn: VP, Regional Counsel</p>	725 S. Figueroa Street Los Angeles, California 90017	December 31, 2022	Petition Date
7.	<p><b><u>Landlord:</u></b> Faison-Roanoke Office Limited Partnership, et al., c/o Faison &amp; Associates, LLC 121 West Trade Street, 27<sup>th</sup> Floor Charlotte, North Carolina 28202</p> <p><b><u>Copy To:</u></b> Stephen W. Lemon, Esq. Martin Hopkins and Lemon, PC P.O. Box 13366 Roanoke, Virginia 24033</p>	1800 Wells Fargo Tower Roanoke, Virginia 24006	December 31, 2020	Petition Date
8.	<p><b><u>Landlord:</u></b> Ford Motor Land Development Corporation 3300 Town Center Drive, Suite 1100 Dearborn, Michigan 48126 Attn: Sales and Leasing Department</p>	290 Town Center Drive Dearborn, Michigan 48126	March 31, 2022	Petition Date
9.	<p><b><u>Landlord:</u></b> Hines Sacramento Wells Fargo Center LP c/o Property Manager 400 Capitol Mall, Suite 670 Sacramento, California 95814</p>	400 Capital Mall Sacramento, California 95814	October 31, 2023	September 5, 2019
10.	<p><b><u>Landlord:</u></b> Latham &amp; Watkins LLP 12636 High Bluff Drive San Diego, California 92130 Attn: Chief Real Estate &amp; Facilities Officer</p> <p><b><u>Copy To:</u></b> Latham &amp; Watkins LLP 885 Third Avenue, New York, New York 10022</p>	885 Third Avenue New York, New York 10022	June 23, 2021	September 5, 2019

	Landlord	Lease Location	Lease Term	Rejection Date
11.	<b><u>Landlord:</u></b> LSOP 3C III, LLC c/o Cushman & Wakefield of MD, Inc. 500 East Pratt Street, Suite 500 Baltimore, Maryland 21202	180 Admiral Cochran Drive Annapolis, Maryland 21401	March 31, 2026	Petition Date
12.	<b><u>Landlord:</u></b> MA-60 State Associates, L.L.C. c/o Oxford Properties Group 125 Summer Street Boston, Massachusetts 02110 Attn: Director of Legal  <b><u>Copy To:</u></b> Nutter, McLennen & Fish, LLP Seaport West 155 Seaport Boulevard Boston, Massachusetts 02210 Attn: Timothy M. Smith, Esq.	60 State Street Boston, Massachusetts 02109	December 31, 2028	Petition Date
13.	<b><u>Landlord:</u></b> Matrix One Riverfront Plaza, LLC c/o Matric Realty, Inc. CN 4000 Cranbury, New Jersey 08512 Attn: Joseph S. Taylor  <b><u>Copy To:</u></b> Drinker Biddle Reath LLP 500 Campus Drive Florham Park, New Jersey 07932 Attn: Michael E. Rothpletz, Jr., Esq.	1037 Raymond Blvd. Newark, New Jersey 07102	November 30, 2021	September 20, 2019
14.	<b><u>Landlord:</u></b> New Boston Long Wharf, LLC c/o New Boston Fund, Inc. 75 State Street, Suite 1410 Boston, Massachusetts 02109-1803  <b><u>Copy To:</u></b> Rappaport, Aserkoff & Gelles 75 State Street, Suite 1410 Boston, Massachusetts 02109-1803  New Boston Management Services, Inc. 60 State Street, Suite 1500 Boston, Massachusetts 02109-1803  New Boston Management Services, Inc.	545 Long Wharf Drive New Haven, Connecticut 06511	December 31, 2021	Petition Date

	Landlord	Lease Location	Lease Term	Rejection Date
	<p>175 Capital Boulevard, Suite 200 Rocky Hill, Connecticut 06067</p> <p>CB Richard Ellis – New England Partners, LP 33 Arch Street, 28<sup>th</sup> Floor Boston, Massachusetts 02210 Attn: Property Management Accounting</p>			
15.	<p><b><u>Landlord:</u></b> Parmenter 919 Main Street, LP, LLLP c/o Parmenter Realty Partners 919 East Main Street, Suite 100 Richmond, Virginia 23219 Attn: Property Manager</p> <p><b><u>Copy To:</u></b> Parmenter 919 Main Street, LP, LLLP c/o Parmenter Realty Partners 3399 Peachtree Road, NE, Suite 0150 Atlanta, Georgia 30326 Attn: Asset Manager</p> <p>Parmenter 919 Main Street, LP, LLLP c/o Parmenter Realty Partners 701 Brickell Avenue, Suite 2020 Miami, Florida 33131 Attn: Andrew Weiss</p>	<p>SunTrust Center 919 East Main Street Richmond, Virginia 23219</p>	January 31, 2026	September 20, 2019
16.	<p><b><u>Landlord:</u></b> Post Oak Realty Investment Partners, LP 13355 Noel Road, 22<sup>nd</sup> Floor Dallas, Texas 75240 Attn: President</p> <p><b><u>Copy To:</u></b> TPMC Realty Corporation 1233 West Loop South, Suite 1230 Houston, Texas 77027 Attn: Steven M. Seltzer</p> <p>Park Towers Investment, LLC c/o Regent Properties 12100 Wilshire Boulevard, Suite 1750 Los Angeles, California 90025 Attention: Eric Fleiss</p>	<p>1233 West Loop South Houston, Texas 77027</p>	October 31, 2020	Petition Date

	Landlord	Lease Location	Lease Term	Rejection Date
17.	<b><u>Landlord:</u></b> Quest Workspaces 515 N. Flagler LLC 515 N. Flagler Drive West Palm Beach, Florida 33401	515 N. Flagler Drive West Palm Beach, Florida 33401	September 30, 2019	Petition Date
18.	<b><u>Landlord:</u></b> Regional Headquarters, Inc. 4201 Dominion Blvd., Suite 300 Glen Allen, Virginia 23060	4201 Dominion Blvd. Glen Allen, Virginia 23060	July 31, 2021	Petition Date
19.	<b><u>Landlord:</u></b> Regus Management Group, LLC P.O. Box 842456 Dallas, Texas 72584  <b><u>Copy To:</u></b> Philadelphia.onelibertyplace@regus.com  Regus PLC 26 Boulevard Royal L-2449 Luxembourg Luxembourg	1650 Market Street, Suite 3800 Philadelphia, Pennsylvania 19103	October 31, 2019	September 5, 2019
20.	<b><u>Landlord:</u></b> Regus Management Group, LLC P.O. Box 842456 Dallas, Texas 72584  <b><u>Copy To:</u></b> Chicago.westjackson@regus.com  Regus PLC 26 Boulevard Royal L-2449 Luxembourg Luxembourg	111 West Jackson Blvd. Chicago, Illinois 60604	January 31, 2020	Petition Date
21.	<b><u>Landlord:</u></b> Regus Management Group, LLC P.O. Box 842456 Dallas, Texas 72584  <b><u>Copy To:</u></b> Dallas.leepark@regus.com	3333 Lee Parkway Dallas, Texas 75219	October 31, 2019	Petition Date

	Landlord	Lease Location	Lease Term	Rejection Date
	Zulema.gonzalez@iwgplc.com  Regus PLC 26 Boulevard Royal L-2449 Luxembourg Luxembourg			
22.	<b><u>Landlord:</u></b> STRS Ohio, 275 Broad Street, Columbus, Ohio 43215-3771 Attn: Director of Real Estate	44 Montgomery Street San Francisco, California 94104	September 30, 2005	September 15, 2019
23.	<b><u>Landlord:</u></b> Talcott II Gold, LLC One Financial Plaza Hartford, Connecticut 06103	755 Main Street Hartford, Connecticut 06103	August 31, 2022	September 5, 2019